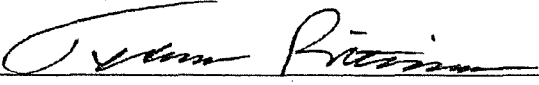


3. The Commonwealth believes the terms of the proposed Consent Decree promote the best interests of the public and offers the most expeditious conclusion of this case.

WHEREFORE, the Commonwealth respectfully requests that this Honorable Court approve the proposed Consent Decree.

Respectfully Submitted,

COMMONWEALTH OF PENNSYLVANIA
JOSH SHAPIRO
Attorney General

By: 
Tyler Ritchie
Deputy Attorney General
PA Atty. ID # 329895

Mark Merdinger
Deputy Attorney General
PA Atty. ID # 210154

Geoffrey Hale
Chief Deputy Attorney General
PA Atty. ID # 327013

Mark A. Pacella
Chief Deputy Attorney General
PA Atty. ID # 42214

Office of Attorney General
14th Fl., Strawberry Square
Harrisburg, PA 17120
(717) 579-5099

[Date] Feb. 11, 2022

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA, :
By JOSH SHAPIRO, :
Attorney General, :

Petitioner, :

v. :

PHILLY FIGHTING COVID, INC., :

a Nonprofit Corporation; :

VAX POPULI, INC., :

a Business Corporation; and :

ANDREI DOROSHIN, Individually, and as :

Director and Chief Executive Officer of Philly :

Fighting COVID, as well as Director and Chief :

Executive Officer of Vax Populi; :

Respondents. :

No. _____

CONSENT DECREE

AND NOW this _____ day of _____, 2022, upon the

Motion to Approve Consent Decree filed by the Commonwealth of Pennsylvania through its Attorney General, Josh Shapiro (hereinafter “OAG” or “Commonwealth”), and the consents affixed hereto of the respondents Andrei Doroshin, Philly Fighting COVID, Inc. (hereinafter “PFC”), and Vax Populi, Inc. (hereinafter “Vax Populi”) (collectively “Respondents”):

WHEREAS, this action was commenced on February 11, 2022, by the Commonwealth filing a complaint against the Respondents alleging violations of

the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1 *et seq.* (hereinafter “Consumer Protection Law”), the Solicitation of Funds for Charitable Purposes Act, 10 P.S. §§ 162.1 *et seq.*, (hereinafter “SFCPA”), and the Nonprofit Corporation Law, 15 Pa. C.S. §§ 5101 *et seq.* (hereinafter “Nonprofit Law”), and

WHEREAS, the Respondents deny all of the allegations against them, and

WHEREAS, the parties, intending to be legally bound, have agreed upon the following terms and conditions to settle the differences among them, and upon their consents appearing below,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. Respondent PFC shall dissolve within ninety (90) days of the approval of this decree. Post-dissolution net assets of PFC, if any, shall be distributed to the Attorney General for distribution to one or more charitable organizations selected by the Attorney General to provide COVID testing and/or COVID vaccination services in disadvantaged communities within the City of Philadelphia. Any such payment pursuant to this paragraph shall be in addition to the sums specified in paragraphs 5 and 6 and made in the same form set forth therein.

2. Respondents, their agents, representatives, servants, employees, successors and assigns, are enjoined for a period of ten (10) years from the approval of this decree from governing, controlling, administering, or possessing charitable assets or soliciting charitable donations of any kind, including, but not

limited to, serving as a director, officer or employee of any charitable organization. Nothing contained herein shall prevent Doroshin from serving as a volunteer so long as he does not serve as a member of any board, committee or other body that governs, administers, possesses, controls or solicits any property committed to charitable purposes.

3. Respondents, their agents, representatives, servants, employees, successors and assigns, are permanently enjoined from violating the Consumer Protection Law, the SFCPA, and the Nonprofit Law, with emphasis prohibiting:

- a. representations that would mislead, confuse, or deceive consumers regarding the nonprofit or for-profit status of a corporation, unincorporated association or other entity however styled; and
- b. the use of any logo, seal, emblem, or representation that would mislead, confuse, or deceive consumers regarding an affiliation, endorsement, sponsorship, approval, or authorization by any governmental entity.

4. Respondents, their agents, representatives, servants, employees, successors and assigns, are enjoined from deriving any financial benefit from any insurance company, government agency, or third party through the database of

consumer health information obtained by Respondents through COVIDReadi and the administration of the COVID-19 vaccine:

- a. Respondents shall comply with all terms of the Center of Disease Control's COVID -19 Vaccination Program Provider Agreement as well as all federal and state laws regarding the data of vaccine recipients.
- b. Subject to the above compliance, Respondents shall destroy all personal health information gathered through the course of their COVIDReadi pre-registration service within ten (10) days of the approval of this decree.

5. Respondents are jointly and severally liable to the Commonwealth for the sum of SEVEN HUNDRED THIRTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-ONE AND 21/100 DOLLARS (\$738,171.21) in civil penalties, restitution, costs of investigation and attorneys' fees, which shall be apportioned and satisfied as follows:

- a. THIRTY THOUSAND DOLLARS (\$30,000) shall constitute restitution and be paid to the Attorney General for distribution to one or more charitable organizations selected by the Attorney General to provide COVID testing and/or COVID vaccination services in

disadvantaged communities within the City of Philadelphia;

- b. TWENTY THOUSAND DOLLARS (\$20,000) shall constitute costs of investigation and attorneys fees and be paid to the Attorney General for future public protection purposes;
- c. TEN THOUSAND DOLLARS (\$10,000) shall constitute civil penalties and be paid to the Attorney General for distribution to the Commonwealth of Pennsylvania; and
- d. SIX HUNDRED SEVENTY-EIGHTTHOUSAND ONE HUNDRED SEVENTY-ONE and 21/100 DOLLARS (\$678,171.21) shall constitute suspended civil penalties to be satisfied by the compliance of DOROSHIN, his agents, representatives, servants, employees, successors and assigns with the injunctive relief provided for in paragraphs 1 through 5. In the event of a breach of said injunctive relief prior to the expiration of the ten (10) year period the full amount of \$678,171.21 in civil penalties shall become immediately due and payable, together with any outstanding amounts due and owing

pursuant to paragraph 6, upon the finding by this Court of the Respondent's breach.

6. Respondents shall pay the sum of SIXTY THOUSAND DOLLARS (\$60,000) set forth in paragraphs 5(a), 5(b) and 5(c) under the following terms and conditions:

- a. Respondents shall make 96 consecutive monthly settlement payments of SIX HUNDRED TWENTY-FIVE DOLLARS (\$625.00) commencing on the first day of the second month following the approval of this Consent Decree.
- b. Monthly settlement payments shall be made via the ACH/Wire instructions previously provided to respondents, receipt of said instructions being acknowledged by respondents' execution of this decree.
- c. Monthly settlement payments shall be credited and distributed by the OAG in the following order:
 - i) First to restitution;
 - ii) Second to costs of investigation and attorneys fees;
and
 - iii) Third to civil penalties.

- d. Any monthly settlement payment not received by the Commonwealth on or before the 10TH day of the month in which it is due shall be subject to a late payment penalty of 2% of the monthly settlement amount then due and owing together with interest at the simple rate of 6% per annum for each day that the defaulted monthly settlement payment remains due and owing during the 90 day cure period provided for in subparagraph e. Any prepaid amounts in excess of the monthly settlement payments shall be credited against the remaining principal balance without effecting the due dates of any remaining monthly settlement payments.
- e. Notice of each wire payment shall be directed to the:

Chief Deputy Attorney General
Pennsylvania Office of Attorney General
Charitable Trusts and Organizations Section
14TH Floor, Strawberry Square
Harrisburg, PA 17120

And to the:

Chief Deputy Attorney General
Pennsylvania Office of Attorney General
Health Care Section
14TH Floor, Strawberry Square
Harrisburg, PA 17120

f. Respondents agree that they shall be in default upon the failure to make any monthly settlement payment within 90 days of such payment becoming due, after which the full amount of restitution, costs of investigation, attorneys fees and civil penalties, together with any outstanding amounts of penalties and interest pursuant to this paragraph 6, shall become immediately due and payable upon the finding by this Court of the Respondent's default.

g. Notwithstanding the above, payment by the respondents of THIRTY THOUSAND DOLLARS (\$30,000) in restitution on or before Monday, September 5, 2022, shall satisfy all remaining sums so long as the respondents comply with the injunctive relief set forth in paragraphs 1, 2, 3, and 4 of this decree.

7. The payments set forth in paragraph 6 of this Consent Decree represent a settlement and compromise of the amounts sought by the Commonwealth in its Petition. The Respondents are liable for SEVEN HUNDRED THIRTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-ONE AND 21/100 DOLLARS (\$738,171.21). The Commonwealth has agreed, however, in consideration of the Respondents' willingness to enter promptly into

this agreement, to release all claims following the Respondents' compliance with the injunctive relief provided in paragraphs 2 and 4 for a period of ten (10) years. Should Respondents be declared in default under this Consent Decree, the parties agree that the conditions for granting this release have not been satisfied and that any outstanding amounts then due and owing shall not be dischargeable in bankruptcy.

8. This Consent Decree does not constitute an admission by the Respondents for any purpose, of any fact or of any violation of any state or federal law, rule, or regulation, nor does it constitute evidence of any liability, fault, or wrongdoing beyond the terms set forth herein.

9. This Consent Decree sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Consent Decree that are not fully expressed herein or attached hereto. Each party specifically warrants that this Consent Decree is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

10. Nothing contained herein shall be construed to waive any criminal culpability or individual right of action by any consumer or any local, state, federal, or other governmental entity. Furthermore, this agreement cannot be construed as a waiver of any action by the Commonwealth for Consumer Protection Law violations not related to the alleged Covered Conduct included in this agreement or any action that may be taken by any individual, or any local, state, federal, or other governmental entity with regard to the Consumer Protection Law, SFCPA, or Nonprofit Corporation Law.

11. If any one provision of this Consent Decree is deemed unenforceable or legally invalid, all other provisions shall remain enforceable.

12. Any failure of the Commonwealth to exercise any of its rights under this Consent Decree shall not constitute a waiver of the Commonwealth's rights or the subsequent enforcement of those rights.

13. This Consent Decree may be executed in any number of counterparts by any different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Consent Decree may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

14. The terms of this Consent Decree shall be governed by the laws of the Commonwealth of Pennsylvania.

15. This Court retains jurisdiction over the subject matter of this lawsuit and over the parties for enforcement of this decree.

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IN WITNESS THEREOF, and intending to be legally bound, the parties have affixed their signatures below.

BY THE RESPONDENTS:

PHILLY FIGHTING COVID, INC.

[DATE] 2.3.22

By: 

Andrei Doroshin, CEO

VAX POPULI, INC.

[DATE] 2.3.22

By: 

Andrei Doroshin, CEO


[DATE] 2.3.22



ANDREI DOROSHIN, Individually

ARMSTRONG TEASDALE, LLP


[DATE]

By: 

Michael J. Engle, Esquire
Counsel for the Respondents
PA Atty. ID # 85576

BY THE PETITIONER

COMMONWEALTH OF PENNSYLVANIA
JOSH SHAPIRO
Attorney General

By: 

Tyler Ritchie
Deputy Attorney General
PA Atty. ID # 329895

Mark Merdinger
Deputy Attorney General
PA Atty. ID # 210154

Geoffrey Hale
Chief Deputy Attorney General
PA Atty. ID # 327013

Mark A. Pacella
Chief Deputy Attorney General
PA Atty. ID # 42214

14th Fl., Strawberry Square
Harrisburg, PA 17120
(717) 579-5099

[Date] Feb. 11, 2022

BY THE COURT:

_____, J.

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA, :
By JOSH SHAPIRO, :
Attorney General, :
Petitioner, :

v. :

PHILLY FIGHTING COVID, INC., :
a Nonprofit Corporation; :
VAX POPULI, INC., :
a Business Corporation; and :
ANDREI DOROSHIN, Individually, and as :
Director and Chief Executive Officer of Philly :
Fighting COVID, as well as Director and Chief :
Executive Officer of Vax Populi; :
Respondents. :

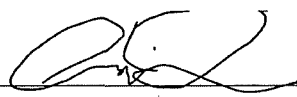
No. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF
PHILLY FIGHTING COVID, INC.

The Board of Directors of Philly Fighting COVID, Inc., met on the 3rd day of february, 2022, and approved the following resolution:

RESOLVED, that Andrei Doroshin, CEO of Philly Fighting COVID, Inc. is hereby authorized and empowered on behalf of Philly Fighting COVID, Inc. to enter into the foregoing Consent Decree (“Consent Decree”) with the Attorney General of the Commonwealth of Pennsylvania in settlement of the above-captioned matter upon the terms and conditions contained in the Consent Decree attached hereto and made part hereof.

Filed and attested to, this 3 day of february, 2022, by:



Andrei Doroshin, CEO
Philly Fighting COVID, Inc.

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA, :
By JOSH SHAPIRO, :
Attorney General, :
Petitioner, :

v. :

PHILLY FIGHTING COVID, INC., :
a Nonprofit Corporation; :
VAX POPULI, INC., :
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Director and Chief Executive Officer of Philly :
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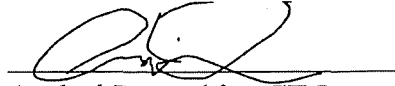
No. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF
VAX POPULI, INC.

The Board of Directors of Philly Fighting COVID, Inc., met on the 3rd day of feb, 2022, and approved the following resolution:

RESOLVED, that Andrei Doroshin, CEO of Vax Populi, Inc. is hereby authorized and empowered on behalf of Vax Populi, Inc. to enter into the foregoing Consent Decree (“Consent Decree”) with the Attorney General of the Commonwealth of Pennsylvania in settlement of the above-captioned matter upon the terms and conditions contained in the Consent Decree attached hereto and made part hereof.

Filed and attested to, this 3rd day of feb, 2021, by:



Andrei Doroshin, CEO
Vax Populi, Inc.

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA, :
By JOSH SHAPIRO, :
Attorney General, :
Petitioner, :

v. :

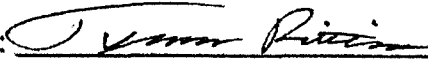
PHILLY FIGHTING COVID, INC., :
a Nonprofit Corporation; :
VAX POPULI, INC., :
a Business Corporation; and :
ANDREI DOROSHIN, Individually, and as :
Director and Chief Executive Officer of Philly :
Fighting COVID, as well as Director and Chief :
Executive Officer of Vax Populi; :
Respondents, :

No. _____

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Date: Feb. 11, 2022


By: 
Tyler W. Ritchie, Esquire
Deputy Attorney General
Attorney I.D. No. 329895
Office of Attorney General
Health Care Section
14th Floor, Strawberry Square
Harrisburg, Pennsylvania 17120
Telephone: (717) 783-6498

CERTIFICATE OF SERVICE

I, Tyler Ritchie, counsel for the Commonwealth, hereby certify that a true and correct copy of the foregoing *Motion to Approve Consent Decree* was served upon the following via electronic mail on the date noted below:

Michael J. Engle, Esquire
Armstrong Teasdale LLP
One Commerce Square
2005 Market Street, 29th Floor
Philadelphia, PA 19103
Telephone: (267) 780-2063
Email: Mengle@atllp.com

Date: Feb. 11, 2022

By: 
Tyler W. Ritchie, Esquire
Deputy Attorney General
Attorney I.D. No. 329895
Office of Attorney General
Health Care Section
14th Floor, Strawberry Square
Harrisburg, Pennsylvania 17120
Telephone: (717) 783-6498
Email: Tritchie@attorneygeneral.gov